

Creston

IUOE #234 (Public Works)

7/1/2006 6/30/2009

CRESTON / IUOE # 234 (PUBLIC WORKS) 06-09

NEGOTIATED AGREEMENT

BETWEEN

**OPERATING ENGINEERS, LOCAL 234
BLUE COLLAR UNIT**

AND

THE CITY OF CRESTON

JULY 1, 2006 THRU JUNE 30, 2009

TABLE OF CONTENTS

Article		<u>Page</u>
I	Recognition.....	1
II	No Strike.....	2
III	Hours of Work	3
IV	Probationary Period	4
V	Dues Check-Off	5
VI	Grievance Procedure.....	6
VII	Leaves of Absence	9
VIII	Seniority.....	11
IX	Layoff and Recall.....	12
X	Insurance	13
XI	Pay Period	14
XII	Wages and Salaries	15
XIII	Holidays.....	16
XIV	Vacations.....	17
XV	Vacancies	18
XVI	Compliance Clauses and Duration of Agreement.....	19

ARTICLE I
RECOGNITION

- 1.1 This Agreement made and entered into by and between the City of Creston, hereinafter referred to as the "Employer," and Local Union #234, International Union of Operation Engineers, AFL-CIO of Des Moines, Iowa, hereinafter referred to as the "Union."
- 1.2 The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in P.E.R.B., case No. 4539, dated January 6, 1992.
- 1.3 All employees of the City of Creston including wastewater operators, cemetery workers (except seasonal workers), auto mechanics, animal control officer, equipment operator I and equipment operator II. Employees excluded are all personnel of the police department, of the fire department and of the waterworks, public works director, wastewater supervisor, cemetery department director, park and recreation department director and assistant director and contracted employees, street superintendent, assistant street superintendent, clerical employees, supervisors and all others excluded by the Act.
- 1.4 Authorized representatives of the Union shall be permitted to visit its members but must first notify the employee's supervisor. There shall be no interference or disruption of the job duties and assignments of the employees during a Union representative visitation. The supervisor shall solely determine whether an interference has occurred under this paragraph.

ARTICLE II

NO STRIKE

1. The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
2. No employee covered by the Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify or participate in a strike against the City.
3. In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
 - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.
 - b. The Union shall, upon notice from the City, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
4. The foregoing is in addition to any other rights and remedies provided by law.

ARTICLE III

HOURS OF WORK

1. The work week for full-time Employees consists of forty (40) hours during a defined period. The most prevalent work week will be a Monday through Friday schedule from 7:00 a.m. - 4:00 p.m. daily; except for May through September the City may schedule a four-day work week of ten (10) hours per day.
2. Because of various City requirements, some full-time employees may be assigned a work week consisting of days and hours of work different than those mentioned in the first (1st) paragraph of this section (i.e., wastewater treatment).
3. Each full-time employee will receive a one (1) hour lunch period as scheduled by the employee's immediate supervisor, which is not counted as time worked. The City will provide a fifteen (15) minute break period during each four (4) hour work period except in case of emergency.

ARTICLE IV

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

1. The probationary period shall be six (6) months. On promotional appointments the probationary period shall be six (6) months.
2. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
3. If action is not taken by the appointing authority to report to the probationary employee, that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.
4. Permanent employee(s) who vacates his/her position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.

Except for promotional appointments, no probationary employee shall be entitled to any fringe benefits under the terms of this Agreement, except for health insurance after sixty (60) days of employment as stated in Article X.

ARTICLE V

DUES CHECK-OFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the City agrees to deduct the regular monthly Union dues and initiation fees of such employee from his/her pay and remit such deductions to the Union.

The deduction shall be certified to the City by the Treasurer of the Union on the appropriate form(s), signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

Dues deductions forms will be supplied by the Union.

ARTICLE VI

GRIEVANCE PROCEDURE

Section A - Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

Section B - Purpose and Procedure

The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.

All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.

If any employee files any claim or complaint in any forum other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest and their designated or selected representative heretofore referred to in this Article.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

First Step (Informal)

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor. If requested by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

Second Step (Formal)

If a grievance is not resolved informally at the first (1st) step, the aggrieved employee shall file the grievance in writing with the department supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted or misapplied and shall state the remedy requested.

Within seven (7) calendar days after the department supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative.

The department supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the department supervisor and the aggrieved.

Third Step

In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the aggrieved, if he/she so desires, may file an appeal of the department supervisor's answer within seven (7) calendar days of the said written decision with the Mayor and/or representative. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Mayor and/or representative(s) shall meet in an attempt to resolve the grievance. The Mayor and/or representative(s) shall file an answer within seven (7) calendar days of the third (3rd) step grievance meeting and communicate it in writing to the employee, the department supervisor, and the representative of the employee.

Fourth Step

If the grievance is not resolved satisfactorily in step three (3), there shall be available a fourth (4th) step of impartial binding arbitration. If a demand for arbitration is not filed by the Union within fifteen (15) calendar days of the third (3rd) step reply then the grievance will be deemed settled on the basis of the third (3rd) step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted

by an arbitrator to be selected by the two (2) parties within seven (7) calendar days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within seven (7) calendar days, PERB shall be requested to provide a panel of five (5) arbitrators. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

ARTICLE VII
LEAVES OF ABSENCE

Section A - Sick Leave

All regular full-time employees shall be eligible for paid sick leave.

Accrual and Usage

1. Sick leave shall be accrued for all regular full-time employees at the rate of one and one-half (1-1/2) day for each month of service up to one hundred twenty (120) days.
2. All sick leave benefits shall terminate and/or be forfeited upon termination of employment.
3. Requests for sick leave should normally be made before an employee is regularly scheduled to report for work.
4. Sick leave shall be chargeable only when used on regularly scheduled work days and not to be used to extend vacations or holidays.
5. In individual cases, if there is reason to believe the employee may be abusing the sick leave privilege, the employee shall first be advised by and interviewed of the reason for sick leave. If the employee's leave pattern continues, a medical certificate will be required for all absences of sick leave and the employee will be advised in writing that all future requests for sick leave shall be cause for disciplinary action up to and including dismissal.
6. Pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.
7. Sickness of immediate family members up to five (5) days per year of accrued sick leave. Immediate family shall be defined as spouse, child, mother, father, brother or sister.

Section B - Funeral Leave

1. All regular employees will be allowed time off with pay to attend funerals on the following schedule:
 - a. Three (3) days per occurrence for arrangement and attending funeral of wife, husband, child, mother, father, brother or sister.

- b. Two (2) days per occurrence for funeral of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law.
 - c. One-half (1/2) day per occurrence for funeral as a pallbearer.
2. An employee who gives the City a false reason to obtain any leave of absence will be subject to discharge.

Section C - Jury Duty

Any employee called for Jury Duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the City of Creston.

When an employee is excused from Jury Duty, either temporarily or permanently on any working day, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her working days if required.

Section D - Family Medical Leave Act

Employees of the City are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE VIII

SENIORITY

Seniority is determined by the length of continuous unbroken service as a regular full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City, shall be deducted from the employee's time of seniority.

An employee shall forfeit his/her seniority rights when he/she resigns, is dismissed, or retires and is not reinstated.

ARTICLE IX
LAYOFF AND RECALL

Order of Layoff

Whenever the City determines the number of employees of a specific class to be laid off, the order of layoff shall be as follows:

1. Temporary Appointees
2. Probationary Employees
3. Permanent Employees

Employees laid off shall be eligible to be re-hired on the basis of their qualifications and their ability to perform the work as determined by the City. When an employee is notified to return to work, arrangements to do so must be made by the employee within five (5) working days of said notification or the employee will be automatically removed from the recall list. Employees will only have recall rights for one (1) year from the date they are laid off. It will be the responsibility of the employee to keep the City advised of their current address.

ARTICLE X

INSURANCE

1. For the 2006-2007 Contract Year, the employee will pay up to a maximum amount of twenty-five dollars (\$25.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of forty dollars (\$40.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred/five hundred dollar (\$300/\$500) deductible annually. The city will provide a Drug Card with ten dollar (\$10.00) co-pay for generic brand and a fifteen dollar (\$15.00) co-pay for name brand.

For the 2007-2008 Contract Year, the employee will pay up to a maximum amount of thirty dollars (\$30.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of fifty-five dollars (\$55.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred and fifty/seven hundred dollar (\$350/\$700) deductible annually. The city will provide a Drug Card with a fifteen dollar (\$15.00) co-pay for generic brand and a twenty dollar (\$20.00) co-pay for name brand.

For the 2008-2009 Contract Year, the employee will pay up to a maximum amount of forty dollars (\$40.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of seventy (\$70.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) four hundred fifty/eight hundred dollar (\$400/\$800) deductible annually. The city will provide a Drug Card with a twenty dollar (\$20.00) co-pay for generic brand and a twenty-five dollar (\$25.00) co-pay for name brand.

2. The employer shall provide a twenty thousand dollar (\$20,000.00) group life insurance for full-time employees. This policy includes an accidental death and dismemberment clause for an additional twenty thousand dollars (\$20,000.00).
3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).
4. The City shall have the right to procure the insurance referred to in this Article from any reputable insurance company providing comparable coverage.

ARTICLE XI

PAY PERIOD

All employees are compensated on a bi-weekly schedule and paychecks are issued on Friday.

ARTICLE XII

WAGES AND SALARIES

Position: Operating Engineers	2006-07	2007-08	2008-09
Equipment Operator I	\$ 29,465.47	\$ 30,496.76	\$ 31,564.15
Equipment Operator II	\$ 30,191.94	\$ 31,248.66	\$ 32,342.36
Auto Mechanic	\$ 33,438.27	\$ 34,608.61	\$ 35,819.91
Wastewater Operator	\$ 30,557.86	\$ 31,627.39	\$ 32,734.34
Cemetery Worker	\$ 29,465.47	\$ 30,496.76	\$ 31,564.15
Animal Control Officer	\$ 29,465.47	\$ 30,496.76	\$ 31,564.15
Maintenance Collection Operator	\$ 29,465.47	\$ 30,496.76	\$ 31,564.15

2. Employees who work in excess of forty (40) hours beyond their normal scheduled hours will be paid one and one-half (1-1/2) hours of straight time.
3. Longevity Pay. Fifty dollars (\$50.00) per year for each year of continuous employment with the City to a maximum of twenty (20) years.
4. When employees attend inservice education or school and if approved by the City the employees will receive comp time hour for hour outside their regular work schedule. The City must approve the usage of comp time and it must be used within the year earned.
5. Wastewater Operations, after successfully passing the examination and being awarded a distribution or plant operation certificate, will receive the following stipend: Grade 1 \$500, Grade 2 \$1,000, Grade 3 \$1,500. Payment will be in July each year. All licenses must be current and remain current to be eligible for said payment.
6. The City will pay seventy-five percent (75%) toward the cost of five (5) sets of uniforms per week for all employees.
7. Employees shall be paid a minimum of two (2) hours per each occurrence at 1 1/2 times the normal pay rate for all times the employee is called in to work at the request of his/her supervisor or designee when said employee is not regularly on duty.
8. An employee who is on-call shall receive any overtime work before calling in other employees if qualified to do the work.

ARTICLE XIII

HOLIDAYS

1. The following ten (10) holidays will be observed and are considered paid holidays to full-time employees:

New Year's Day	Presidents Day
Good Friday	Memorial Day (Observed)
July 4th	Labor Day
Veteran's Day	Thanksgiving
Friday after Thanksgiving	Christmas Day

2. Should any of these holidays fall on a weekend, the observed day off shall be either the Friday preceding the holiday or the Monday after the holiday.
3. Employees who are required to work on an observed holiday shall receive one and one-half (1-1/2) times the regular rate of pay for each of the holidays described above.

ARTICLE XIV

VACATIONS

1. Vacations shall be allowed to employees who are full-time according to the following schedule:

1 through 6 years of continuous service.....	2 weeks of vacation/year
7 through 13 years	3 weeks of vacation/year
14 through 20 years	4 weeks of vacation/year
Over 20 years.....	5 weeks of vacation/year

2. Vacation shall be taken by the employee in the year following the year in which vacation is earned. Vacation not taken will not be accumulated nor will employees be paid for accumulated vacation not taken.

All vacation not taken in the year following the year in which the vacation is earned will be lost to the employees, unless the City and the employee, due to circumstances, agree that the accumulated vacation will not be lost. Vacation may be taken in the year earned and only with the permission of the City. Employees will be allowed to accumulate twice their annual accumulation of vacation.

3. City employees may be allowed to take their vacations in increments of one (1) day.

The City, however, reserves the right to maintain the operational efficiency of all departments, and may refuse vacations to be taken if operational efficiency will be adversely affected.

4. For the purposes of this contract, a week of vacation shall mean a five (5) day work week.

ARTICLE XV

VACANCIES

1. The job announcement shall specify the title and salary range of the class for which the opening is occurring, qualifications and other pertinent information.
2. Announcements shall be posted on all City Hall bulletin boards where eligible persons might reasonably be expected to have access to them.
3. Such notices shall be posted for a period of three (3) working days. At which time, any employee may request in writing a desire for such position.
4. Employees who request such job, if qualified, will be awarded the job on the basis of qualifications as determined by the City.

ARTICLE XVI

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

1. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then this article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

2. Finality and Effect of Agreement

- a. This Agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- A. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2009.
- B. This Agreement is executed and agreed upon this day of _____, 2006.

THE CITY OF CRESTON, IOWA

OPERATING ENGINEERS, LOCAL 234

Mayor

Business Manager

City Chief Negotiator

Business Representative

MEMORANDUM OF UNDERSTANDING

The City will pay up to a maximum of Ninety-five Dollars (\$95.00) towards the cost of prescription safety glasses annually.

THE CITY OF CRESTON, IOWA

OPERATING ENGINEERS, LOCAL 234

Representative Date

Representative Date